

AG Contract No. KR03-1475TRN
ADOT ECS File No. JPA 03-062
Project No.: NH 202-C(008)
Section: SR 202L, Greenfield Road,
Ray Road and UPRR Underpasses
TRACS No.: H625901C
BUDGET SOURCE ITEM # 87603

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA,
AND
THE TOWN OF GILBERT

THIS AGREEMENT is entered into 9th March, 2004, pursuant to the Arizona Revised Statutes, Section 28-401, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF GILBERT, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by Council action, a copy of which is attached hereto and made a part hereof, approved this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. Incident to the State's construction of the Santan Freeway (SR 202L), the Town requests the State incorporate the design and construction of the following 7 elements into said construction: 1) Construct realignment of Greenfield Road from Ray to Knox Roads; 2) Construct pump station at the realigned Greenfield Road; 3) Construct the Union Pacific Railroad (UPRR) shoo-fly (at a 50/50 split with Town); 4) Construct Greenfield Road/UPRR Bridge over the realigned Greenfield Road (STR. # 10330); 5) Construct and paint pedestrian fence and railing @ Ray Road/202L Bridge, (STRs. # 2740 & 2742); 6) Construct and painting pedestrian fence and railing @ Greenfield Road/202L Bridge, (STR. 2750); and 7) Construction of temporary & permanent signals and flagging by UPRR forces (50/50 split w/Town), as shown, but not limited to Exhibit A, attached hereto and made a part hereof, collectively hereinafter referred to as the "Project". The Project's cost for the Town's requested items is estimated at \$9,120,882.00.
4. The State and the Town have reviewed and approved the engineering plans and specifications for the Project and the same have been incorporated into the Project documents.
5. The State with the Town's concurrence, issued its call for bids for the Project; Bids were opened on September 2, 2003.

NO. 26712
Filed with the Secretary of State
Date Filed: 03/09/04

Janice K. Brunner
Secretary of State

By: *Dinny J. Greenwood*

6. At no time is the State to be considered the owner of, operator of, or locator for, the Town's facilities.

7. The parties hereto agree to and acknowledge the following conditions: 1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; and, 3) Both parties will perform their responsibilities consistent with the agreement; 4) Any changes to the related items listed on Exhibit A, will only occur with the mutual agreement of the Town and the State; 5) All elements associated with Greenfield Road alignment will be to the Town's standard.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. On behalf of the Town, agree to incorporate the 7 elements referenced herein, into the State's existing construction project of the SR 202L, award and enter into a construction contract for the construction of the Project. The design plans and specifications and other documents and services required for construction of the Project are collectively hereinafter referred to as the "Project documents". Town shall be named as an additional insured on the policies of insurance provided by the construction contractor(s).

b. Within thirty days of execution of this agreement, invoice the Town, \$9,120,882.00, for the estimated cost of construction, as described in Exhibit A. In addition to the construction costs, the Project costs reflected in Exhibit A include fixed rates for; maintenance of traffic (0.5%); construction survey and layout (1%); contractor quality control, including testing, (1%); mobilization (10%); and construction engineering and administration (14%).

c. Upon receipt of the funds and appropriate approvals/clearances of the final Project documents and approval by the State Transportation Board, award one or more construction contract(s) for the Project to the lowest responsible bidder. State shall notify Town of the apparent low bidder and Town shall advise State if it has a reasonable objection to the award of the contract within forty-eight (48) hours of such notice.

d. Administer the construction contract(s) and use its best effort to assure that the Project is completed in conformity with the Project documents.

e. Coordinate with the Town's engineering firm and the Town's inspectors during the construction of the Project.

f. Make all payments to the construction contractor(s) in accordance with the Project documents and assure that no progress payments are made unless the State determines the construction work has progressed to the percent completion represented by the progress payment and the construction schedule.

g. Confer and obtain written consent from the Town on any Project-related design and construction modifications or change orders to the construction contract(s) involving increases to the cost of the Project.

h. Upon completion of the Project, perform the final inspection and notify Town in writing that the Project has been constructed in accordance with the Project documents and that testing of the pump station has been satisfactorily completed.

i. Obtain written acceptance of the Project by the Town upon completion of the Project in accordance with the Project documents, provide the Town a recapitulation of the Project's final costs, along with an invoice or reimbursement, for the difference between the estimated cost paid by the Town and the actual costs for the Project, including all fixed rates outlined in Exhibit A.

j. Upon approval and acceptance of the Project by Town, relinquish to the Town, that certain portion of Ray Road rights of way, acquired by the State incident to the construction of the Project and the State's construction of the Santan Freeway as shown on Exhibit B.

k. Upon completion of the Project, grant the Town a rights of way "Use Permit", for the purpose of the Town to provide maintenance and painting to the pedestrian fencing at the 2 bridge locations referenced above; lighting on Ray Road, and lighting on the South end of Greenfield Road.

l. Upon completion of the Project, provide Town with sealed record drawings for the Project.

2. The Town will:

a. Be responsible for the actual cost of the Project, estimated at \$9,120,882.00, including all fixed rate costs for traffic control; surveying; quality control; mobilization; and construction engineering, and administration, as described on Exhibit A, but not including any portion of the Project not accepted for failure to conform to the Project documents. Designate the State as construction administrator for the Town for the construction of the Project.

b. Upon execution of this agreement and within 30 days of receipt of an invoice from the State, deposit the estimated Project amount of \$9,120,882.00 with the State, as described in II.1.b. above. The actual cost of the Project shall be determined upon completion of construction.

c. Review the Project documents and provide comments as necessary. Be responsible for all design consultant and/or contractor claims for extra compensation due to delays or whatever reason, attributable to the Project including additional funds to complete the Project, provided however, that Town is not responsible for the costs of delays caused by State.

d. Grant the State permission for the State to construct the Project in accordance with this agreement.

e. Upon completion and acceptance of the Project by the State, accept and maintain the Project at no further cost to State. To the extent it may lawfully do so; the Town further agrees to relieve the State from any responsibility or liability that may result from the operation of the Project after acceptance.

f. Be responsible for providing electric power to the traffic signal and lighting at Greenfield and Ray Roads; provide maintenance and painting of the pedestrian fencing at the 2 bridge locations referenced above, lighting on Ray Road and lighting on the South end of Greenfield Road.

g. Subject to the provisions of Paragraphs 2a and 2c, upon completion and acceptance of the Project and within thirty days after receipt of an invoice, reimburse the State if the actual cost for the Project exceeds the amount of the Town's remittance.

h. Should the Town default on maintenance and painting of Items 5 and 6 as described in I.3 of the Recitals, the Town shall be obligated to restore said elements to the State standard.

i. Should the Town withdraw its proposed plans for whatever reason, be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the Town's cancellation is due to the State's failure to comply with its obligations herein.

i. Waive the four-year advance notification requirements and the pavement requirement of Arizona-Revised Statute 28-7209.

k. Upon approval and acceptance of the Project by Town, accept that certain portion of Ray Road rights of way, acquired by the State incident to the construction of the Project and the State's construction of SR 202L, as shown on Exhibit B.

III. MISCELLANEOUS PROVISIONS

1. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), hereinafter collectively referred to as "claims", arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents employees, or volunteers.

2. This agreement shall remain in force and effect until completion of the Project and said payments or reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the advertisement of a Project construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

6. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to the agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. The funds deposited with the State pursuant to Paragraph 2b shall only be used for the purposes of this agreement.

8. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
FAX: 602 712-7424

Town of Gilbert
Town Manager
50 East Civic Center Drive
Gilbert, Arizona 85296

10. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF GILBERT

By

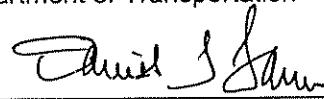


STEVEN M. BERMAN
Mayor

STATE OF ARIZONA

Department of Transportation

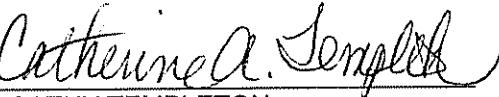
By



DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By



CATHY TEMPLETON
Town Clerk

EXHIBIT "A"
SUMMARY OF IGA COSTS - BASED ON BID UNIT PRICES

SANTAN FREEWAY SR202L(GREENFIELD, RAY & UPRR UNDERPASSES)
DESCRIPTION AND COST OF PAY ITEMS FOR THE TOWN OF GILBERT

ITEM	DESIGN	CONSTRUCTION	TOTAL	DESCRIPTION
				COST
1	ROADWAY, GREENFIELD REALIGNMENT		\$6,404,647.00	Realignment of Greenfield Road from Knox Road to Ray Road.
2	GREENFIELD ROAD PUMP STATION		\$1,062,809.00	Pump station at realigned Greenfield Road and UPRR crossing.
3	UPRR WORK		\$399,945.00	Railroad shoo-fly. TOG's share is 50%.
4	GREENFIELD/UPRR BRIDGE, STR. 10330		\$715,481.00	Railroad bridge over realigned Greenfield Road.
5	RAY ROAD/202L BRIDGES, STR. 2740 & 2742		\$5,000.00	Pedestrian fence, painting of fence and railing,
6	GREENFIELD/SR 202L BRIDGE, STR. 2750		\$5,000.00	Pedestrian fence, painting of the fence and railing
7	PRIOR RIGHTS - UPRR		\$528,000.00	Track work, temporary & permanent signals and flagging. TOG's share is 50% of total cost.
ITEMS 1-7 TOTAL:				\$9,120,882
				\$9,120,882

EXHIBIT "A"
ITEM 1 - IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	ITEM 1 - ROADWAY GREENFIELD ROAD REALIGNMENT	L. SUM	1	\$ 32,000.00	\$ 32,000.00
2		SQ.FT.	5,775	\$ 0.75	\$ 4,331.25
3	2020001 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	SQ.YD.	5,000	\$ 1.00	\$ 5,000.00
4	2020025 REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS, AND SLABS	CU. YD.	116,000	\$ 6.17	\$ 715,720.00
5	2020029 REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	M.GAL.	15,000	\$ 3.00	\$ 45,000.00
6	2030301 ROADWAY EXCAVATION	CU. YD.	11,400	\$ 14.50	\$ 165,300.00
7	2090005 FURNISH WATER	TON	13	\$ 235.00	\$ 3,055.00
8	3030102 AGGREGATE BASE (MAG SECTION 702)	HOUR	24	\$ 130.00	\$ 3,120.00
9	4040111 BITUMINOUS TACK COAT	TON	524	\$ 185.00	\$ 96,940.00
10	4040116 APPLY BITUMINOUS TACK COAT	TON	3,200	\$ 22.00	\$ 70,400.00
11	4040270 ASPHALT BINDER (PG 70-10)	TON	7,420	\$ 22.00	\$ 163,240.00
12	4060017 ASPHALTIC CONCRETE (EVAC A-12.5)	TON	110	\$ 90.00	\$ 9,900.00
13	4060018 ASPHALTIC CONCRETE (EVAC A-25)	TON	96	\$ 65.00	\$ 6,240.00
14	4060027 MINERAL ADMIXTURE (EVAC A-12.5 & A-25)	L.FT.	175	\$ 55.00	\$ 9,625.00
15	4061004 PAVEMENT CUT & REPLACEMENT (TOG NO.45) (T-TOP)	SQ.YD.	924	\$ 50.00	\$ 46,200.00
16	5010204 PIPE, CORRUGATED METAL, 28"X20"	L.FT.	2,846	\$ 40.00	\$ 113,840.00
17	5011013 PIPE, REINFORCED CONCRETE CLASS III, 18"	L.FT.	924	\$ 50.00	\$ 46,200.00
18	5011023 PIPE, REINFORCED CONCRETE CLASS III, 24"	L.FT.	974	\$ 55.00	\$ 53,570.00
19	5011033 PIPE, REINFORCED CONCRETE CLASS III, 30"	L.FT.	248	\$ 75.00	\$ 18,600.00
20	5011043 PIPE, REINFORCED CONCRETE CLASS III, 36"	L.FT.	98	\$ 110.00	\$ 10,780.00
20	5011045 PIPE, REINFORCED CONCRETE CLASS V, 36"	EACH	1	\$ 1,500.00	\$ 1,500.00
21	5014136 FLARED END SECTION (36") (C-13.20)	L.FT.	4	\$ 400.00	\$ 1,600.00
22	5014228 FLARED END SECTION, 28"X20" (C-13.25)	EACH	2	\$ 1,750.00	\$ 3,500.00
19	5030021 CONCRETE CATCH BASIN (C-15.20) ONE 3.5' WING, H=8' OR LESS	EACH	11	\$ 1,750.00	\$ 19,250.00
20	5030023 CONCRETE CATCH BASIN (C-15.20) ONE 7.5' WING, H=8' OR LESS	EACH	1	\$ 2,600.00	\$ 2,600.00
21	5030025 CONCRETE CATCH BASIN (C-15.20) ONE 11.5' WING, H=8' OR LESS	EACH	14	\$ 2,800.00	\$ 39,200.00
22	5030027 CONCRETE CATCH BASIN (C-15.20) ONE 19.5' WING, H=8' OR LESS	EACH	14	\$ 2,800.00	\$ 39,200.00

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ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
23 5030044	CONCRETE CATCH BASIN (C-15.20) TWO 19.5' WING, H=8' OR LESS	EACH	2	\$ 3,800.00	\$ 7,600.00
22 5030142	CONCRETE CATCH BASIN (MEDIAN) (C-15.80) (H=8' OR LESS)	EACH	2	\$ 3,150.00	\$ 6,300.00
23 5030712	JUNCTION STRUCTURE (DETAIL D1)	EACH	1	\$ 12,000.00	\$ 12,000.00
24 5030752	STORM DRAIN OUTLET (C-13.75) (30")	EACH	1	\$ 700.00	\$ 700.00
23 5050065	MANHOLE (MAG DET. 520 & 522)	EACH	16	\$ 3,300.00	\$ 52,800.00
24 5050202	RESET FRAME AND COVER FOR MANHOLE (MAG DET. 422)	EACH	5	\$ 450.00	\$ 2,250.00
25 6016088	HEADWALL (MAG DET. 501-1) (TYPE U)	EACH	1	\$ 1,600.00	\$ 1,600.00
26 6070056	SIGN POST (PERFORATED) (2 T)	L.FT.	240	\$ 18.00	\$ 4,320.00
27 6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	24	\$ 100.00	\$ 2,400.00
28 6080003	REGULATORY, WARN. OR MARKER SIGN PANEL W/TYP III/IV SHEET	SQ.FT.	219	\$ 15.00	\$ 3,285.00
29 6110202	METAL HANDRAIL (3'-6" HIGH)	L.FT.	3,430	\$ 65.00	\$ 222,950.00
29 7015051	OBLITERATE PAVEMENT MARKING (ARROW SYMBOL LEGEND)	EACH	4	\$ 25.00	\$ 100.00
30 7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	L.FT.	6,100	\$ 0.50	\$ 3,050.00
31 7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	1,900	\$ 0.40	\$ 760.00
32 7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	46	\$ 75.00	\$ 3,450.00
33 7060018	PAVEMENT MARKER, RAISED, TYPE G	EACH	410	\$ 3.20	\$ 1,312.00
34 7060019	PAVEMENT MARKER, RAISED, TYPE H	EACH	50	\$ 3.20	\$ 160.00
35 7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	40,710	\$ 0.10	\$ 4,071.00
36 7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	2,100	\$ 0.10	\$ 210.00
37 7310140	POLE (TYPE R)	EACH	4	\$ 2,750.00	\$ 11,000.00
38 7310186	POLE (SPECIAL) (SQUARE DECORATIVE, GILBERT P10)	EACH	19	\$ 780.00	\$ 14,820.00
39 7310188	POLE (SPECIAL) (SQUARE DECORATIVE, GILBERT MOD P1)	EACH	3	\$ 850.00	\$ 2,550.00
40 7310320	POLE FOUNDATION (TYPE R)	EACH	4	\$ 1,240.00	\$ 4,960.00
41 7310372	POLE FOUNDATION (GILBERT PF3)	EACH	19	\$ 540.00	\$ 10,260.00
42 7310551	MAST ARM (20 FT.) (TAPERED)	EACH	4	\$ 500.00	\$ 2,000.00
43 7310620	MAST ARM (55 FT.) (TAPERED)	EACH	4	\$ 2,750.00	\$ 11,000.00
44 7320050	ELECTRICAL CONDUIT (2') (PVC)	L.FT.	3,600	\$ 3.50	\$ 12,600.00
45 7320060	ELECTRICAL CONDUIT (2 1/2") (PVC)	L.FT.	230	\$ 4.25	\$ 977.50

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46	ELECTRICAL CONDUIT (3") (PVC)	L.FT.	740	\$ 2.60	\$ 1,924.00
47	ELECTRICAL CONDUIT (2 1/2") (RED PVC)	L.FT.	3,180	\$ 4.30	\$ 13,674.00
48	PULL BOX (NO. 7)	EACH	4	\$ 315.00	\$ 1,260.00
49	PULL BOX (NO. 7)(WITH EXTENSION)	EACH	9	\$ 425.00	\$ 3,825.00
50	PULL BOX (NO. 9)	EACH	1	\$ 1,600.00	\$ 1,600.00
51	PULL BOX (SRP)	EACH	20	\$ 170.00	\$ 3,400.00
52	PULL BOX (NO. 9) (SPLICING CLOSURE)	EACH	1	\$ 2,400.00	\$ 2,400.00
53	CONDUCTOR (NO. 14)	L.FT.	330	\$ 0.50	\$ 165.00
54	CONDUCTORS (GREENFIELD/RAY RD. INTERSECTION)	L.SUM	1	\$ 6,500.00	\$ 6,500.00
55	SINGLE MODE FIBER OPTIC CABLE (48 FIBERS)	L.FT.	5,906	\$ 3.00	\$ 17,718.00
56	SINGLE MODE FIBER OPTIC CABLE (6 FIBERS)	L.FT.	50	\$ 2.00	\$ 100.00
57	TRAFFIC SIGNAL FACE (TYPE F)	EACH	13	\$ 590.00	\$ 7,670.00
58					
59	TRAFFIC SIGNAL FACE (TYPE R)	EACH	8	\$ 555.00	\$ 4,440.00
60	TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND)	EACH	8	\$ 400.00	\$ 3,200.00
61	PEDESTRIAN PUSH BUTTON	EACH	8	\$ 200.00	\$ 1,600.00
62	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	12	\$ 60.00	\$ 720.00
63	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	EACH	4	\$ 300.00	\$ 1,200.00
64	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VIII)	EACH	8	\$ 380.00	\$ 3,040.00
65	SIGN (STREET NAME)	EACH	4	\$ 3,400.00	\$ 13,600.00
66	CONTROL CABINET (TYPE II) (TS 2)	EACH	1	\$ 20,000.00	\$ 20,000.00
67	CONTROL CABINET FOUNDATION	EACH	1	\$ 300.00	\$ 300.00
68	SERVICE PEDESTAL CABINET	EACH	1	\$ 2,300.00	\$ 2,300.00
69	SERVICE PEDESTAL FOUNDATION	EACH	1	\$ 250.00	\$ 250.00
70	LUMINAIRE (HORIZONTAL MOUNT) (HPS 400 WATT)	EACH	4	\$ 310.00	\$ 1,240.00
71	LUMINAIRE (HPS 250 WATT) (GILBERT F1)	EACH	41	\$ 360.00	\$ 14,760.00
72	ELECTRICAL SERVICE	L.SUM	1	\$ 4,500.00	\$ 4,500.00
73	MISCELLANEOUS ELECTRICAL (AS-BUILT DRAWINGS)	L.SUM	1	\$ 2,800.00	\$ 2,800.00

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ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
16	8030103 DECOMPOSED GRANITE (3/4" MINUS)	SQ.YD.	10.800	\$ 3.75	\$ 40,500.00
17	8050003 SEEDING, (CLASS II)	AC	2	\$ 1,600.00	\$ 3,200.00
25	8080187 AIR/VACUUM RELEASE VALVE (TOG DET. 83A)	EACH	1	\$ 3,200.00	\$ 3,200.00
18	8080221 GATE VALVE (6")	EACH	1	\$ 950.00	\$ 950.00
19	8080257 VALVE (6") (WITH 12"x6" TAPPING)	EACH	1	\$ 3,200.00	\$ 3,200.00
20	8080285 PIPE, PVC (6") (SCHEDULE-40)	L.FT.	1,490	\$ 17.00	\$ 25,330.00
21	8080532 PIPE (BLACK STEEL) (8")	L.FT.	440	\$ 32.00	\$ 14,080.00
22	8080632 WATER METER (3/4" SERVICE)	EACH	1	\$ 1,500.00	\$ 1,500.00
23	8080641 WATER METER BOX (CONC.)	EACH	1	\$ 170.00	\$ 170.00
24	8080647 VALVE BOX (TYPE A) (MAG DET. 391-1)	EACH	2	\$ 160.00	\$ 320.00
26	8080658 FIRE HYDRANT (SPECIAL) (RECLAIMED WATER)	EACH	2	\$ 5,500.00	\$ 11,000.00
19	8080689 CONCRETE PIPE COLLAR	EACH	1	\$500.00	\$ 500.00
27	8080696 CONCRETE PIPE PLUG (24" MAG DET. 427)	EACH	2	\$350.00	\$ 700.00
20	8081003 WATER MAIN (REALIGNMENT) (MAG DETAIL 370)	EACH	3	\$ 5,500.00	\$ 16,500.00
28	8081712 PIPE, DUCTILE IRON (24") (CLASS 50) (RECLAIMED)	L.FT.	3,281	\$73.00	\$ 239,513.00
29	8082845 MANHOLE (W/ VALVE INSIDE)	EACH	3	\$ 5,300.00	\$ 15,900.00
30	8084024 BUTTERFLY VALVE (24")	EACH	3	\$ 7,500.00	\$ 22,500.00
29	8101017 EROSION CONTROL (SEDIMENT CONTROL LOGS)	EACH	13	\$ 300.00	\$ 3,900.00
30	9020004 CHAIN LINK FENCE, TYPE 1 (72")	L.FT.	120	\$ 12.50	\$ 1,500.00
31	9030103 CHAIN LINK FENCE GATE, TYPE 2 (12' WIDE)	EACH	2	\$ 675.00	\$ 1,350.00
32	9031003 TEMPORARY FENCE (NON-METALLIC)	L.FT.	6,000	\$ 3.00	\$ 18,000.00
32	9080101 CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.FT.	13,410	\$ 5.50	\$ 73,755.00
33	9080103 CONCRETE CURB AND GUTTER, TYPE C (MAG DET. 220)	SQ.FT.	485	\$ 4.00	\$ 1,940.00
33	9080134 CONCRETE VALLEY GUTTER	SQ.FT.	41,200	\$ 2.00	\$ 82,400.00
34	9080241 CONCRETE SIDEWALK (MAG DET 230 & 231)	EACH	6	\$ 700.00	\$ 4,200.00
35	9080290 CONCRETE SIDEWALK RAMP (MAG DET 231) (TYPE A)	EACH	4	\$ 600.00	\$ 2,400.00
36	9080296 CONCRETE SIDEWALK RAMP (C-5-30) (TYPE 6)	SQ.FT.	385	\$ 4.00	\$ 1,540.00
36	9080350 CONCRETE DRIVEWAY (MAG DET. 250)	SQ.FT.			

EXHIBIT "A"
ITEM 1 - IGA COST BACKUP

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October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
37 9080512	SCUPPER (MAG DETAIL 206-1)	EACH	3	\$ 1,100.00	\$ 3,300.00
37 9090032	RESET FRAME AND COVER FOR VALVE BOX	EACH	12	\$ 425.00	\$ 5,100.00
31 9090033	MISCELLANEOUS WORK (RESET FRAME AND COVER FOR VALVE BOX) (MAG DET)	EACH	1	\$ 400.00	\$ 400.00
38 9090521	SURVEY MARKER, TYPE A (MAG STD DET 120-1)	EACH	2	\$ 425.00	\$ 850.00
39 9090522	SURVEY MARKER, TYPE B (MAG STD DET 120-1)	EACH	5	\$ 125.00	\$ 625.00
25 9130009	RIP-RAP (GROUTED)(12")	CU.YD.	37	\$ 80.00	\$ 2,960.00
26 9130035	RIP-RAP(D50=12")	CU.YD.	15	\$ 40.00	\$ 600.00
39 9130060	DRYWELL (DETAIL A)	EACH	2	\$ 6,500.00	\$ 13,000.00
40 9140105	DECORATIVE PAVEMENT (PAVERS)	SQ.YD.	310	\$ 35.00	\$ 10,850.00
26 9140153	RETAINING WALL (CIP CONCRETE CANTILEVER)	SQ. FT.	64,713	\$ 30.00	\$ 1,941,390.00
74 9240070	MISCELLANEOUS WORK (VIDEO DETECTION)	L.SUM	1	\$ 33,500.00	\$ 33,500.00
75 9240071	MISCELLANEOUS WORK (FIRE PRE-EMPT DETECTION)	L.SUM	1	\$ 2,500.00	\$ 2,500.00
76 9240072	MISCELLANEOUS WORK (VIDEO/DATA TRANSMISSION)	L.SUM	1	\$ 9,500.00	\$ 9,500.00
41					
77 9240095	MISCELLANEOUS WORK (TRAFFIC SIGNAL COMMUNICATIONS)	L.SUM	1	\$ 5,000.00	\$ 5,000.00
42 9240117	MISCELLANEOUS WORK (ACCENT PAINT STRUCTURES)(BRIDGE PARAPET, BARF	SQ.FT.	64,713	\$ 0.80	\$ 51,770.40
78 9240119	MISCELLANEOUS WORK (FIBER OPTIC TRANSCEIVER)	EACH	1	\$ 3,500.00	\$ 3,500.00
43 9240120	MISCELLANEOUS WORK (WALL ICONS)	EACH	32	\$ 4,500.00	\$ 144,000.00
44					
45					
46	SUBTOTAL ITEM 1 - ROADWAY, GREENFIELD ROAD REALIGNMENT				\$ 4,993,876.15
47					(A)
48	MAINTENANCE OF TRAFFIC SHARE ¹			0.5% of (A)	\$24,969.00
49	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²			1% of (A)	\$49,939.00
50	CONTRACTOR QUALITY CONTROL SHARE ³			1% of (A)	\$49,939.00
51	MOBILIZATION SHARE ⁴			10% of (A)	\$499,388.00
52	SUBTOTAL CONSTRUCTION COST (ITEM 1)				\$ 5,618,111.15 (B)

EXHIBIT "A"
ITEM 1 - IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
53					
54	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$786,536.00
55	DESIGN ENGINEERING				\$0.00
56	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$0.00
57	TOTAL ITEM 1 - REALIGNED GREENFIELD ROAD				\$ 6,404,647.00

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (0.5% fixed rate) of the construction cost of the City's items due to minimal traffic control required.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated on a percentage basis (14% fixed rate) of the City's construction cost.
6. Design Engineering Administration does not apply to this item of work.

EXHIBIT A
ITEM 2 - IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	ITEM 2 - GREENFIELD ROAD PUMP STATION				
2					
3	3030110 AGGREGATE BASE (YARD SURFACING)	SQ.YD	1,020	\$ 8.00	\$ 8,160.00
4	5060100 PUMP STATION	L.SUM	1	\$555,000.00	\$ 585,000.00
5	7320020 ELECTRICAL CONDUIT (3/4") (PVC)	L.FT.	825	\$1.50	\$ 1,237.50
6	7320050 ELECTRICAL CONDUIT (2") (PVC)	L.FT.	210	\$3.50	\$ 735.00
7	7320060 ELECTRICAL CONDUIT (2 1/2") (PVC)	L.FT.	90	\$4.25	\$ 382.50
8	7320070 ELECTRICAL CONDUIT (3") (PVC)	L.FT.	3,900	\$2.60	\$ 10,140.00
9	7320090 ELECTRICAL CONDUIT (4") (PVC)	L.FT.	60	\$4.00	\$ 240.00
10	7320110 ELECTRICAL CONDUIT (1") (RIGID METAL)	L.FT.	80	\$5.50	\$ 440.00
11	7320130 ELECTRICAL CONDUIT (2") (RIGID METAL)	L.FT.	60	\$8.00	\$ 480.00
12	7320140 ELECTRICAL CONDUIT (2 1/2") (RIGID METAL)	L.FT.	20	\$10.00	\$ 200.00
13	7320150 ELECTRICAL CONDUIT (3") (RIGID METAL)	L.FT.	7	\$12.00	\$ 84.00
14	7320291 ELECTRICAL CONDUIT (CONCRETE ENCASEMENT)	L.FT.	1,850	\$2.20	\$ 4,070.00
15	7320456 PULL BOX (WP 12X12)	EACH	1	\$170.00	\$ 170.00
16	7320461 PULL BOX (WP 4S)	EACH	4	\$12.00	\$ 48.00
17	7320469 JUNCTION BOX	EACH	11	\$200.00	\$ 2,200.00
18	7320500 CONDUCTOR (NO. 12)	L.FT.	5,100	\$0.25	\$ 1,275.00
19	7320510 CONDUCTOR (NO. 10)	L.FT.	260	\$0.50	\$ 130.00
20	7320530 CONDUCTOR (NO. 6)	L.FT.	700	\$0.50	\$ 350.00
21	7320570 CONDUCTOR (NO. 1)	L.FT.	15	\$1.00	\$ 15.00
22	7320620 CONDUCTOR (NO. 000)	L.FT.	1,020	\$1.60	\$ 1,632.00
23	7320640 CONDUCTOR (NO. 250 MCM)	L.FT.	70	\$3.00	\$ 210.00
24	7320720 TRENCHING (FOR SERVICE CONDUCTORS)	L.FT.	1,300	\$3.00	\$ 3,900.00
25	7340105 CONTROL CABINET FOUNDATION	EACH	1	\$300.00	\$ 300.00
26	7340125 SERVICE PEDESTAL CABINET FOUNDATION	EACH	1	\$250.00	\$ 250.00
27	7340250 CONTROLLER (PUMP)	L.SUM	1	\$41,000.00	\$ 41,000.00

EXHIBIT 'A'
ITEM 2 - IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
28	LUMINAIRE (TYPE A)	EACH	4	\$950.00	\$ 3,800.00
29	LUMINAIRE (TYPE B)	EACH	1	\$800.00	\$ 800.00
30	LUMINAIRE (TYPE C)	EACH	1	\$2,400.00	\$ 2,400.00
31	CIRCUIT BREAKER PANEL	EACH	2	\$1,500.00	\$ 3,000.00
32	ELECTRICAL SERVICE	L.SUM	1	\$1,500.00	\$ 1,500.00
33	ELECTRICAL SYSTEM (PUMP STATION FUSES)	L.SUM	1	\$1,300.00	\$ 1,300.00
34	ELECTRICAL SYSTEM (WIRING METHODS FOR CLASSIFIED LOCATIONS)	L.SUM	1	\$850.00	\$ 850.00
33	TRANSFORMER (15 KVA)	EACH	1	\$2,100.00	\$ 2,100.00
34	MISCELLANEOUS ELECTRICAL	L.SUM	1	\$18,000.00	\$ 18,000.00
35	CONDUIT BOXES FITTING AND SUPPORT	L.SUM	1	\$500.00	\$ 500.00
36	DISCONNECT SWITCHES	L.SUM	1	\$11,000.00	\$ 11,000.00
37	GROUNDING	L.SUM	1	\$175.00	\$ 175.00
38	GROUND ROD	EACH	1	\$85.00	\$ 85.00
39	RECEPTACLES (120 AMP, 125 V, GFI)	EACH	6	\$17.00	\$ 102.00
40	SWITCHES (LIGHT)	EACH	2	\$8.00	\$ 16.00
41	SWITCH BOX	EACH	2	\$12.00	\$ 24.00
42	MOTOR CONTROL CENTERS	L.SUM	1	\$20,300.00	\$ 20,300.00
43	SERVICE ENTRANCE SECTION	EACH	1	\$6,600.00	\$ 6,600.00
44	PIPE, DUCTILE IRON (6") (CLASS 53)	L.FT.	60	\$120.00	\$ 7,200.00
45	PIPE DUCTILE IRON (16") (CLASS 53)	L.FT.	150	\$200.00	\$ 30,000.00
46	GATE	EACH	1	\$5,000.00	\$ 5,000.00
47	SOUND BARRIER WALL (MASONRY)	SQ.FT.	3,600	\$15.00	\$ 54,000.00
48	BOLLARD (STATIONARY)	EACH	5	\$200.00	\$ 1,000.00
49					
50	SUBTOTAL ITEM 2 - GREENFIELD ROAD PUMP STATION				\$ 832,401.00
51					(A)
52	MAINTENANCE OF TRAFFIC SHARE ¹			1.5% of (A)	\$0.00

EXHIBIT 'A'
ITEM 2 - IGA COST BACKUP

JPA 03-62
 October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
53	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²			1% of (A)	\$8,324.00
54	CONTRACTOR QUALITY CONTROL SHARE ³			1% of (A)	\$8,324.00
55	MOBILIZATION SHARE ⁴			10% of (A)	\$83,240.00
56	SUBTOTAL CONSTRUCTION COST (ITEM 1)				\$ 932,289.00 (B)
57					
58	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$130,520.00
59	DESIGN ENGINEERING				\$0.00
60	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$0.00
61	TOTAL ITEM 2 - GREENFIELD ROAD PUMP STATION				\$ 1,062,809.00

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated on a percentage basis (14% fixed rate) of the City's construction cost.
6. Design Engineering Administration does not apply to this item of work.

EXHIBIT "A"
ITEM 3 - IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	ITEM 3 - UPRR WORK				
2					
3	2020160 REMOVE (RAILROAD SHOO-FLY)	L.SUM	1	\$ 100,000.00	\$ 100,000.00
4	2030301 ROADWAY EXCAVATION	CU.YD.	4,250	\$ 6.17	\$ 26,222.50
5	2090005 FURNISH WATER	M.GAL.	2,000	\$ 3.00	\$ 6,000.00
6	3030102 AGGREGATE BASE (MAG SECTION 702)	CU.YD.	2,010	\$ 14.50	\$ 29,145.00
7	5012912 PIPE CULVERT, 12"	L.FT.	60	\$ 30.00	\$ 1,800.00
6	9240010 FORCE ACCOUNT WORK (UPRR FLAGGING)	L.SUM	1	\$ 140,000.00	\$ 140,000.00
7	9240178 MISCELLANEOUS WORK (REMOVE EXISTING GRADE CROSSING)	EACH	2	\$ 1,400.00	\$ 2,800.00
8	9240179 MISCELLANEOUS WORK (CONCRETE GRADE CROSSING)	EACH	1	\$ 18,000.00	\$ 18,000.00
9	9240350 RAILROAD CONSTRUCTION	L.SUM	1	\$ 425,000.00	\$ 425,000.00
10					
11	SUBTOTAL ITEM 3 - UPRR WORK				\$ 748,967.50
12					
13	MAINTENANCE OF TRAFFIC SHARE ¹			1.5% of (A)	\$ 0.00
14	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²			1% of (A)	\$ 1,840.00
15	CONTRACTOR QUALITY CONTROL SHARE ³			1% of (A)	\$ 1,840.00
16	MOBILIZATION SHARE ⁴			10% of (A)	\$ 18,397.00
17	SUBTOTAL CONSTRUCTION COST				\$ 771,044.50
####	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$ 28,846.00
####	DESIGN ENGINEERING				\$ 0.00
####	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$ 0.00
####	TOTAL ITEM 3 - UPRR WORK				\$ 799,890.50
####	TOWN OF GILBERT'S SHARE IS 50% OF THE COST				\$ 399,945.00

Notes:

EXHIBIT "A"
ITEM 3 -IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
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1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated on a percentage basis (14% fixed rate) of the City's construction cost.
6. Design Engineering Administration does not apply to this item of work.

EXHIBIT "A"
ITEM 4 - IGA COST BACKUPJPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	ITEM 4 - GREENFIELD UPRR BRIDGE, STR. 10330				
2	2030501 A STRUCTURAL EXCAVATION	CU. YD.	1,430	\$ 8.00	\$ 11,440.00
3	2030506 A STRUCTURE BACKFILL	CU. YD.	860	\$ 21.00	\$ 18,060.00
4	6010003 A STRUCTURAL CONCRETE (CLASS S)(F/C = 3,500)	CU. YD.	616	\$ 175.00	\$ 107,800.00
5	6010006 A STRUCTURAL CONCRETE (CLASS S)(F/C = 5,000)	CU. YD.	126	\$ 775.00	\$ 97,650.00
6	6015201 A BEARING (FIXED)	EACH	12	\$ 775.00	\$ 9,300.00
7	6015203 A BEARING (EXPANSION)	EACH	12	\$ 800.00	\$ 9,600.00
8	6040002 A STRUCTURAL STEEL	LB.	228000	\$ 0.95	\$ 216,600.00
9	6050002 A REINFORCING STEEL	LB.	97,400	\$ 0.45	\$ 43,830.00
10	9240117 A MISCELLANEOUS WORK (ACCENT PAINT STRUCTURES) (BRIDGE PARAPET, BARI	SQ.FT.	2000	\$ 0.80	\$ 1,600.00
11	9240120 A MISCELLANEOUS WORK (WALL ICONS)	EACH	4	\$ 3,500.00	\$ 14,000.00
10	9240121 A MISCELLANEOUS WORK (UPRR STRUCTURE MARKER)	EACH	2	\$ 120.00	\$ 240.00
11	9240151 A MISCELLANEOUS WORK (PEDESTRIAN FENCE AND CURB)	L. FT.	242	\$ 115.00	\$ 27,830.00
12	9140145 B MISCELLANEOUS WORK (PAINT BRIDGE FENCE)	L. FT.	242	\$ 10.00	\$ 2,420.00
13					
14	SUBTOTAL - GREENFIELD UPRR BRIDGE, STR. 10330				\$ 560,370.00
15					
16	MAINTENANCE OF TRAFFIC SHARE ¹			1.5% of (A)	\$ 0.00
17	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²			1% of (A)	\$ 5,604.00
18	CONTRACTOR QUALITY CONTROL SHARE ³			1% of (A)	\$ 5,604.00
19	MOBILIZATION SHARE ⁴			10% of (A)	\$ 56,037.00
20	SUBTOTAL CONSTRUCTION COST				\$ 627,615.00
21					
22	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$ 87,866.00
23	DESIGN ENGINEERING				\$ 0.00
24	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$ 0.00

EXHIBIT "A"
ITEM 4 - IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
TOTAL - GREENFIELD/UPRR BRIDGE, STR. 10330				\$ 715,481.00	

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the City's items.
5. Construction Engineering and Administration is calculated on a percentage basis (14% fixed rate) of the City's construction cost.
6. Design Engineering Administration does not apply to this item of work.

EXHIBIT "A"
ITEM 5 - IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	ITEM 5 - RAY ROAD/202L BRIDGES, STR. 2740 & 2742				
2					
3	MISCELLANEOUS WORK (PEDESTRIAN FENCE FOR SD 1.04) ⁷			\$5,000.00	\$5,000.00
4					
5					
6	SUBTOTAL ITEM 5 - RAY ROAD/202L BRIDGES, STR. 2740 & 2742			\$ 5,000.00	(A)
7					
8	MAINTENANCE OF TRAFFIC SHARE ¹	L.SUM	1	1.5% of (A)	\$0.00
9	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	1	1% of (A)	\$0.00
10	CONTRACTOR QUALITY CONTROL SHARE ³	L.SUM	1	1% of (A)	\$0.00
11	MOBILIZATION SHARE ⁴	L.SUM	1	10% of (A)	\$0.00
12	SUBTOTAL CONSTRUCTION COST			\$ 5,000.00	(B)
13					
14	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$0.00
15	DESIGN ENGINEERING				\$0.00
16	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$0.00
17	TOTAL ITEM 5 - RAY ROAD/202L BRIDGES, STR. 2740 & 2742			\$ 5,000.00	

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout does not apply to this item of work.
3. Contractor Quality Control does not apply to this item of work.
4. Mobilization does not apply to this item of work.
5. Construction Engineering and Administration does not apply to this item of work.
6. Engineering Administration does not apply to this item of work.
7. Additional cost over the standard ADOT fence and painting. Lump sum fixed cost.

EXHIBIT "A"
ITEM 6 - IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	ITEM 6 - GREENFIELD/202L BRIDGE, STR. 2750				
2	MISCELLANEOUS WORK (PEDESTRIAN FENCE FOR SD 1.04) ⁷			\$5,000.00	\$5,000.00
3					
4					
5					
6	SUBTOTAL ITEM 6 - GREENFIELD/202L BRIDGE, STR. 2750			\$ 5,000.00	(A)
7					
8	MAINTENANCE OF TRAFFIC SHARE ¹			1.5% of (A)	\$0.00
9	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²			1% of (A)	\$0.00
10	CONTRACTOR QUALITY CONTROL SHARE ³			1% of (A)	\$0.00
11	MOBILIZATION SHARE ⁴			10% of (A)	\$0.00
12	SUBTOTAL CONSTRUCTION COST			\$ 5,000.00	(B)
13					
14	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$0.00
15	DESIGN ENGINEERING				\$0.00
16	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$0.00
17	TOTAL ITEM 6 - GREENFIELD/202L BRIDGE, STR. 2750			\$ 5,000.00	

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout does not apply to this item of work.
3. Contractor Quality Control does not apply to this item of work.
4. Mobilization does not apply to this item of work.
5. Construction Engineering and Administration does not apply to this item of work.
6. Engineering Administration does not apply to this item of work.
7. Additional cost over the standard ADOT fence and painting. Lump sum fixed cost.

EXHIBIT "A"
ITEM 7 - IGA COST BACKUP

JPA 03-62
October 16, 2003

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	ITEM 7 - UPRR PRIOR RIGHTS				
2	PRIOR RIGHTS: UNION PACIFIC RAILROAD (EST.)	L.SUM		\$ 1,056,000.00	
3	SUBTOTAL ITEM 7 - UPRR PRIOR RIGHTS	(A)		\$ 1,056,000.00	
4	Maintenance of Traffic Share ¹			1.5% of (A)	\$0.00
5	Construction Surveying and Layout Share ²			1% of (A)	\$0.00
6	Contractor Quality Control Share ³			1% of (A)	\$0.00
7	Mobilization Share ⁴			10% of (A)	\$0.00
8	SUBTOTAL CONSTRUCTION COST	(B)		\$ 1,056,000.00	
9	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			14% of (B)	\$0.00
10	DESIGN ENGINEERING	(C)		\$0.00	
11	5% ENGINEERING ADMINISTRATION ⁶			5% of (C)	\$0.00
12	TOTAL ITEM 7 - UPRR PRIOR RIGHTS			\$ 1,056,000.00	
13	TOWN OF GILBERT'S SHARE IS 50% OF THE COST			\$ 528,000.00	

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout does not apply to this item of work.
3. Contractor Quality Control does not apply to this item of work.
4. Mobilization does not apply to this item of work.
5. Construction Engineering and Administration does not apply to this item of work.
6. Engineering Administration does not apply to this item of work.

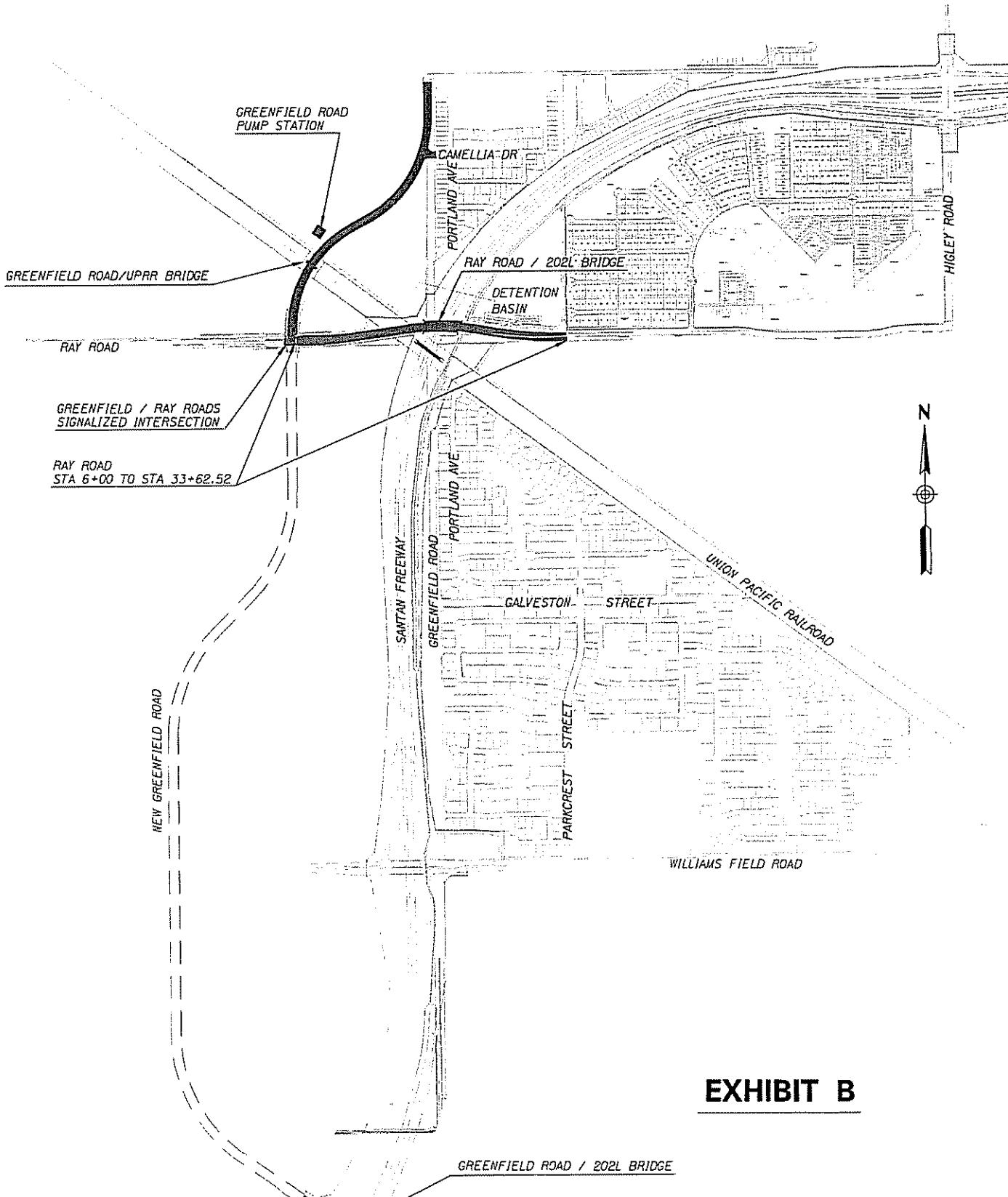


EXHIBIT B

GREENFIELD AND RAY ROADS REALIGNMENT AND RAILROAD UNDERPASS

15. **INTERGOVERNMENTAL AGREEMENT** – consider approval of an Intergovernmental Agreement with the Arizona Department of Transportation in an amount not to exceed \$9,487,606 for the construction of the realignment of Greenfield Road from Knox Road to Ray Road and authorize the Mayor to execute the required documents.



This item was approved with the Consent Calendar.

16. **CHANGE ORDER** – consider approval of Change Order No. 2 with Archon, Inc. reducing the contract by \$111,073.70 for a total revised contract of \$1,656,134.40 for the construction of Warner Road and Val Vista Drive, Union Pacific Rail Road Crossings, and Salt River Project Plant Project ST009.

This item was approved with the Consent Calendar with revisions as provided by Council.

17. **CHANGE ORDER** - consider approval of Change Order No. 1 with Ricker Atkinson McBee in an amount not to exceed \$4,065.50 for a total revised contract of \$119,065.50 for the Public Safety Complex Testing Services.

This item was approved with the Consent Calendar.

18. **PURCHASE** – consider approval of a cooperative purchase of three Elgin Broom Bear PM10 Certified Street Sweepers from Norwood Equipment Inc. through a tag on bid with the Arizona Department of Transportation at a total cost of \$476,592.96 with a total Town contribution of \$27,265.80.

This item was approved with the Consent Calendar.

19. **PURCHASE** – consider approval of the purchase and installation of audio video screens and audio video based Evidence Presentation Equipment from Audio Video Recorders of Arizona in an amount not to exceed \$113,420 for the Public Safety Complex Court Rooms.

This item was approved with the Consent Calendar.

20. **PURCHASE** – consider authorizing the issuance of a purchase order to BCS Enterprises in an amount not to exceed \$29,845 for demolition of structures on the Park and Ride Project.

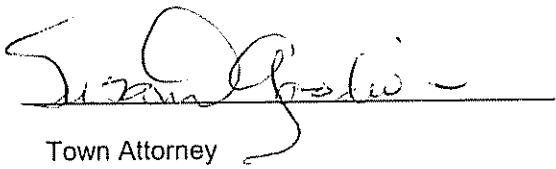
This item was approved with the Consent Calendar.

21. **REQUEST FOR BIDS** – consider authorizing advertisement and acceptance of bids for drilling and construction of Water Production Well No. 22.

APPROVAL OF THE TOWN OF GILBERT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF GILBERT, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2004.



Town Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8837

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1475TRN (JPA 03-062), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED February 27, 2004.

TERRY GODDARD
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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att.